

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AM24-98OH20053		PAGE OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. M013		3. EFFECTIVE DATE JUL 8 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Ohio Field Office 175 Tri-County Parkway Springdale, OH 45246-3222 Lisa Kosko, Contract Specialist, 513-246-0101		CODE		7. ADMINISTERED BY (if other than Item 6) Same as Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Envirocare of Utah 605 North 5600 West Salt Lake City, UT 84116				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM24-98OH20053			
				10B. DATED (SEE ITEM 13) June 30, 1998			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X Exercise of Option 2, pursuant to Article 2 of the contract. FAR 43.103(b)(3)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Timothy S. Barney</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph E. Holland Contracting Officer	
15B. CONTRACTOR/ORDER NO. Tim Barney/Br. Vice President (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 7/8/04	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 1)
FAR (48 CFR) 53.243

Contract Review Approval		
Dept.	Date	Initial

Envirocare of Utah

Modification M013
Contract DE-AM24-98-OH20053
Page 2 of 4

1. The purpose of this modification is extend the period of performance of the contract pursuant to Article 2, OPTIONS TO EXTEND THE TERM OF THE CONTRACT, and establish the price schedule for contract year seven (June 30, 2004 through June 29, 2005). This modification also incorporates changes to the terms and conditions pertaining to the cleaning and final release of railcars, cleaning standards for lidded gondola railcars, shipment of containers in boxcars, clarifies the conditions for use of gondola railcars for conveyance of containers other than bulk containers, and incorporates FAR 52.229-4 in consideration for the revised pricing schedule contained herein.
2.
 - a. Pursuant to the provisions of Article 2, OPTIONS TO EXTEND THE TERM OF THE CONTRACT, the Government is hereby exercising its unilateral option (Option Period 2) for a period of four (4) years commencing on the completion date of option period one. This modification constitutes the written notice required by paragraph (a) of Article 2.
 - b. As a result of the above, the period of performance of this contract is revised as follows:

From: June 30, 1998 through June 29, 2004

To: June 30, 1998 through June 29, 2008

Envirocare of Utah

Modification M013
 Contract DE-AM24-98-OH20053
 Page 3 of 4

3. Contract prices for contract year seven (June 30, 2004 through June 29, 2005) are hereby established as follows:

ITEM	MODE OF DELIVERY	UNIT	UNIT PRICE
0001*	Soil disposal by lined railcar or disposable bulk container by rail	Cubic Yard	\$144.61
0002*	Soil disposal by lined truck or disposable bags by truck	Cubic Yard	\$144.38
0003*	Soil disposal by lined container by railcar	Cubic Yard	\$175.33
0004*	Soil disposal by lined container by truck	Cubic Yard	\$171.92
0005**	Debris disposal by truck, rail, or container	Cubic Yard	\$397.14
0006**	Waste treatment as required to achieve conformance with applicable waste acceptance for moisture content	Cubic Yard	\$400.00
0007**	Disposal of oversized debris by truck, rail, or container	Cubic Yard	\$455.49
0008**	Final cleaning of railcars for unlimited release	Railcar	\$800.00
0009**	Final cleaning of trucks for unlimited release	Truck	\$300.00
0010**	Final cleaning of containers for unlimited release	Container	\$500.00
0011*	Debris disposal at soil disposal price by lined railcar, including bulk container by rail	Cubic Yard	\$144.61
0012*	Debris disposal at soil disposal price by lined truck or disposable bags by truck, including lined bulk container by truck	Cubic Yard	\$144.38
0013*	Debris disposal at soil disposal price by lined container by railcar	Cubic Yard	\$175.33
0014*	Debris disposal at soil disposal price by lined container by truck	Cubic Yard	\$171.92

*Each contract year, beginning with contract year 8 (June 30, 2005 through June 29, 2006) the unit prices for soil disposal (Items 0001, 0002, 0003, 0004) and disposal of debris at soil disposal price (Items 0011, 0012, 0013, 0014) will be increased by an annual escalation factor of 2%.

**Unit prices for all items other than soil disposal (Items 0005, 0006, 0007, 0008, 0009, 0010) are fixed for the duration of this contract.

Envirocare of Utah

Modification M013
Contract DE-AM24-98-OH20053
Page 4 of 4

4. a. A sole-use cleaning standard IAW 49 CFR 173.443d will be applied to all lidded gondola cars being returned to the waste generator unless cleaning for unlimited release (Item 0008) is ordered.
- b. Shipments of lined containers by rail (Items 0003, 0005, and 0007) includes containerized shipments in boxcars. However, containers not specifically designed to be handled with forklift equipment (i.e.; drums) that are shipped in boxcars must be palletized.
- c. Shipments of lined containers by rail (Items 0003, 0005, and 0007) do not include containerized shipments in gondola cars. Arrangements for such shipments may be authorized as a unique delivery order term pursuant to paragraph 2.e. of modification M009 of the contract.
- d. Item 0008 of Article 6, RECEIPT, OFFLOAD FOR DISPOSAL, AND RELEASE FOR RETURN, is revised as follows:

From:

0008	Final Cleaning of Railcars for Unlimited Release	5 Days	The Contractor shall be responsible for final cleaning of a maximum of 75 railcars in any 30 day period.
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To:

0008	Final Cleaning of Railcars for Unlimited Release	15 Days (Inclusive of the time allowed for disposal as specified elsewhere in this Article 6)	The Contractor shall be responsible for final cleaning of a maximum of 75 railcars in any 30 day period.
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- e. The contractor's obligation for the final cleaning of railcars for unlimited release (Item 0008) is limited as follows. If, after initial cleaning, verification smears indicate that remaining contamination exceeds the following standards,
- Fixed Alpha: 500 dpm/100 cm²
Fixed Beta: 5000 dpm/100 cm²
Removable Alpha: 200 dpm/100cm²
Removable Beta: 2000 dpm/100cm²
- the contractor will provide the Government a written estimate of the cost to complete the cleaning IAW USNRC Reg. Guide 1.86 as specified in modification M007 to the contract. The Government may, at its option, authorize the contractor to complete the additional cleaning at a cost to be determined by mutual agreement, or direct the contractor to return the railcar without additional cost to the Government.
- f. Contract clause 52.229-4, Federal State, and Local Taxes (State and Local Adjustments) (April 2003) is hereby incorporated into the contract effective on the date of this modification.

5. All other terms and conditions of the contract, as amended, are unchanged and remain in full force and effect.